

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	11/19/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSM IP Holdings, Inc.		11/19/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	400 Northridge Road		
Internal Address:	Suite 600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30350		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77269059	IRBO	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-420-5574		
Email:	ovs@phrd.com		
Correspondent Name:	Oksana V. sepich		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	1141.69		
NAME OF SUBMITTER:	Harrison J. Roberts		

CH \$40.00 77269059

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TRADEMARK
REEL: 003664 FRAME: 0947

Signature:

/Harrison J. Roberts/

Date:

11/20/2007

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 19, 2007, is made by and between **DSM IP HOLDINGS, INC.**, a Georgia corporation having a business location at the address set forth below next to its signature ("Debtor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, operating through its Wells Fargo Business Credit operating division, having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

Debtor and certain of its affiliates are parties with Secured Party to that certain Credit and Security Agreement dated as of March 5, 2004 (as amended by that certain Seventh Amendment to Credit and Security Agreement (the "Seventh Amendment") and that certain Joinder Agreement, each of even date herewith, and as further amended, restated, supplemented or otherwise modified at any time, the "Credit Agreement"), setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor and the other Borrowers named therein.

As a condition to the effectiveness of certain amendments, consents and waivers set forth in the Seventh Amendment, and to the continued extension of credit to or for the account of Borrowers, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein and in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Each term defined in the Recitals hereto or in the Credit Agreement that is not otherwise defined herein shall have the meaning ascribed to such term therein. In addition, the following terms have the respective meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document that any Borrower may now or at any time hereafter owe to Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A to this Agreement.

"Security Interest" has the meaning ascribed to such term in Section 2 of this Agreement.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect

to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B to this Agreement.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to Secured Party, and grants Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in, the Patents and Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority.* Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Georgia, and the execution, delivery and performance of this Agreement by Debtor has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) *Patents.* Exhibit A to this Agreement accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within sixty (60) days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) *Trademarks.* Exhibit B to this Agreement accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) that are not material to Debtor's or any Affiliate's business(es). If after the date hereof Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks that are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall within sixty (60) days provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) *Affiliates.* As of the date hereof, no Affiliate (other than the Affiliates party from time to time as "Debtors" to that certain Patent and Trademark Security Agreement dated as of March 5, 2004, in favor of Secured Party) owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any such Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent and Trademark listed on Exhibits A and B, respectively, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted under the Credit Agreement, Debtor shall not assign, transfer, encumber or otherwise dispose of any of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(g) **Defense.** Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Debtor will, at its own expense, maintain the Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will neither abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of not less than thirty (30) days, to allow Secured Party to timely pay any such maintenance fees or annuities that may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, then Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions that Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all reasonable moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6 hereof, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 hereof, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute,

deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, during any Default Period, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the full payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 hereof shall prove to have been incorrect in any material respect when made.

6. Remedies. During any Default Period, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. This Agreement can be modified or amended only explicitly in a writing signed by Debtor and Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their

respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor hereby waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. Each representation and warranty contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Remainder of page intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first written above.

Address:

4715 Frederick Drive, S.W.
Atlanta, Georgia 30336

DSM IP HOLDINGS, INC.

("Debtor")

By: _____

Name: _____

Title: _____

David D. Seem
David D. Seem
CEO

Address:

400 Northridge Road
Suite 600
Atlanta, Georgia 30350

WELLS FARGO BANK,

NATIONAL ASSOCIATION,

operating through its Wells Fargo Business Credit
operating division ("Secured Party")

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first written above.

Address:

4715 Frederick Drive, S.W.
Atlanta, Georgia 30336

DSM IP HOLDINGS, INC.
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By: _____
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Address:

400 Northridge Road
Suite 600
Atlanta, Georgia 30350

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
operating through its Wells Fargo Business Credit
operating division ("Secured Party")

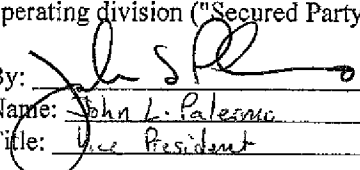
By:  _____
Name: John L. Paley
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

FOREIGN PATENTS

None

PATENT APPLICATIONS

None

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

None

APPLICATIONS

<u>Word Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Filing Date</u>
IRBO	United States	77269059	08/31/2007

UNREGISTERED MARKS

None